

This instrument was prepared by,
and when recorded should be
returned to:

Richard W. Astle
Sidley Austin Brown & Wood
Bank One Plaza
10 South Dearborn Street
Chicago, Illinois 60603

Supplemental Indenture

Dated as of March 14, 2003

COMMONWEALTH EDISON COMPANY

to

BNY MIDWEST TRUST COMPANY

and

D. G. DONOVAN

Trustees under Mortgage Dated July 1, 1923, and Certain
Indentures Supplemental Thereto

Providing for Issuance of

FIRST MORTGAGE 4.70% BONDS, SERIES 101
DUE APRIL 15, 2015

THIS SUPPLEMENTAL INDENTURE, dated as of March 14, 2003, between COMMONWEALTH EDISON COMPANY, a corporation organized and existing under the laws of the State of Illinois (hereinafter called the “*Company*”) having an address at 10 South Dearborn Street, 37th floor, Chicago, Illinois 60603, party of the first part, and BNY MIDWEST TRUST COMPANY, a trust company organized and existing under the laws of the State of Illinois having an address at 2 North LaSalle Street, Suite 1020, Chicago, Illinois 60602, and D.G. DONOVAN, an individual having an address at 2 North LaSalle Street, Suite 1020, Chicago, Illinois 60602, as Trustee and Co-Trustee, respectively, under the Mortgage of the Company dated July 1, 1923, as amended and supplemented by Supplemental Indenture dated August 1, 1944 and the subsequent supplemental indentures hereinafter mentioned, parties of the second part (said Trustee being hereinafter called the “*Trustee*”, the Trustee and said Co-Trustee being hereinafter together called the “*Trustees*”, and said Mortgage dated July 1, 1923, as amended and supplemented by said Supplemental Indenture dated August 1, 1944 and subsequent supplemental indentures, being hereinafter called the “*Mortgage*”),

W I T N E S S E T H:

WHEREAS, the Company duly executed and delivered the Mortgage to provide for the issue of, and to secure, its bonds, issuable in series and without limit as to principal amount except as provided in the Mortgage; and

WHEREAS, the Company from time to time has executed and delivered supplemental indentures to the Mortgage to provide for (i) the creation of additional series of bonds secured by the Mortgage, (ii) the amendment of certain of the terms and provisions of the Mortgage and (iii) the confirmation of the lien of the Mortgage upon property of the Company, such supplemental indentures that are currently effective and the respective dates, parties thereto and purposes thereof, being as follows:

Supplemental Indenture Date	Parties	Providing For
August 1, 1944	Company to Continental Illinois National Bank and Trust Company of Chicago and Edmond B. Stofft, as Trustee and Co-Trustee	Amendment and restatement of Mortgage dated July 1, 1923
August 1, 1946	Company to Continental Illinois National Bank and Trust Company of Chicago and Edmond B. Stofft, as Trustee and Co-Trustee	Confirmation of mortgage lien
April 1, 1953	Company to Continental Illinois National Bank and Trust Company of Chicago and Edmond B. Stofft, as Trustee and Co-Trustee	Confirmation of mortgage lien

Supplemental Indenture Date	Parties	Providing For
March 31, 1967	Company to Continental Illinois National Bank and Trust Company of Chicago and Edward J. Friedrich, as Trustee and Co-Trustee	Confirmation of mortgage lien
April 1, 1967	Company to Continental Illinois National Bank and Trust Company of Chicago and Edward J. Friedrich, as Trustee and Co-Trustee	Amendment of Sections 3.01, 3.02, 3.05 and 3.14 of the Mortgage and issuance of First Mortgage 5-3/8% Bonds, Series Y
February 28, 1969	Company to Continental Illinois National Bank and Trust Company of Chicago and Donald W. Alfvin, as Trustee and Co-Trustee	Confirmation of mortgage lien
May 29, 1970	Company to Continental Illinois National Bank and Trust Company of Chicago and Donald W. Alfvin, as Trustee and Co-Trustee	Confirmation of mortgage lien
June 1, 1971	Company to Continental Illinois National Bank and Trust Company of Chicago and Donald W. Alfvin, as Trustee and Co-Trustee	Confirmation of mortgage lien
April 1, 1972	Company to Continental Illinois National Bank and Trust Company of Chicago and Donald W. Alfvin, as Trustee and Co-Trustee	Confirmation of mortgage lien
May 31, 1972	Company to Continental Illinois National Bank and Trust Company of Chicago and Donald W. Alfvin, as Trustee and Co-Trustee	Confirmation of mortgage lien
June 15, 1973	Company to Continental Illinois National Bank and Trust Company of Chicago and Donald W. Alfvin, as Trustee and Co-Trustee	Confirmation of mortgage lien
May 31, 1974	Company to Continental Illinois National Bank and Trust Company of Chicago and Donald W. Alfvin, as Trustee and Co-Trustee	Confirmation of mortgage lien
June 13, 1975	Company to Continental Illinois National Bank and Trust Company of Chicago and Donald W. Alfvin, as Trustee and Co-Trustee	Confirmation of mortgage lien
May 28, 1976	Company to Continental Illinois National Bank and Trust Company of Chicago and Donald W. Alfvin, as Trustee and Co-Trustee	Confirmation of mortgage lien
June 3, 1977	Company to Continental Illinois National Bank and Trust Company of Chicago and Donald W. Alfvin, as Trustee and Co-Trustee	Confirmation of mortgage lien

Supplemental Indenture Date	Parties	Providing For
May 17, 1978	Company to Continental Illinois National Bank and Trust Company of Chicago and Donald W. Alfvin, as Trustee and Co-Trustee	Confirmation of mortgage lien
August 31, 1978	Company to Continental Illinois National Bank and Trust Company of Chicago and Donald W. Alfvin, as Trustee and Co-Trustee	Confirmation of mortgage lien
June 18, 1979	Company to Continental Illinois National Bank and Trust Company of Chicago and Donald W. Alfvin, as Trustee and Co-Trustee	Confirmation of mortgage lien
June 20, 1980	Company to Continental Illinois National Bank and Trust Company of Chicago and Donald W. Alfvin, as Trustee and Co-Trustee	Confirmation of mortgage lien
April 16, 1981	Company to Continental Illinois National Bank and Trust Company of Chicago and Donald W. Alfvin, as Trustee and Co-Trustee	Confirmation of mortgage lien
April 30, 1982	Company to Continental Illinois National Bank and Trust Company of Chicago and Donald W. Alfvin, as Trustee and Co-Trustee	Confirmation of mortgage lien
April 15, 1983	Company to Continental Illinois National Bank and Trust Company of Chicago and Donald W. Alfvin, as Trustee and Co-Trustee	Confirmation of mortgage lien
April 13, 1984	Company to Continental Illinois National Bank and Trust Company of Chicago and Donald W. Alfvin, as Trustee and Co-Trustee	Confirmation of mortgage lien
April 15, 1985	Company to Continental Illinois National Bank and Trust Company of Chicago and Donald W. Alfvin, as Trustee and Co-Trustee	Confirmation of mortgage lien
April 15, 1986	Company to Continental Illinois National Bank and Trust Company of Chicago and M.J. Kruger, as Trustee and Co-Trustee	Confirmation of mortgage lien
June 15, 1990	Company to Continental Bank, National Association and M.J. Kruger, as Trustee and Co-Trustee	Issuance of First Mortgage 9-7/8% Bonds, Series 75
October 1, 1991	Company to Continental Bank, National Association and M.J. Kruger, as Trustee and Co-Trustee	Issuance of First Mortgage 8-1/4% Bonds, Series 76 and First Mortgage 8-7/8% Bonds, Series 77

Supplemental Indenture Date	Parties	Providing For
October 15, 1991	Company to Continental Bank, National Association and M.J. Kruger, as Trustee and Co-Trustee	Issuance of First Mortgage 8-3/8% Bonds, Series 78 and First Mortgage 9-1/8% Bonds, Series 79
May 15, 1992	Company to Continental Bank, National Association and M.J. Kruger, as Trustee and Co-Trustee	Issuance of First Mortgage 6-1/8% Bonds, Series 82 and First Mortgage 8% Bonds, Series 83
September 15, 1992	Company to Continental Bank, National Association and M.J. Kruger, as Trustee and Co-Trustee	Issuance of First Mortgage 7-3/8% Bonds, Series 85 and First Mortgage 8-3/8% Bonds, Series 86
February 1, 1993	Company to Continental Bank, National Association and M.J. Kruger, as Trustee and Co-Trustee	Issuance of First Mortgage 8-3/8% Bonds, Series 88
April 1, 1993	Company to Continental Bank, National Association and M.J. Kruger, as Trustee and Co-Trustee	Issuance of First Mortgage 6-1/2% Bonds, Series 90 and First Mortgage 8% Bonds, Series 91
April 15, 1993	Company to Continental Bank, National Association and M.J. Kruger, as Trustee and Co-Trustee	Issuance of First Mortgage 7-5/8% Bonds, Series 92
June 15, 1993	Company to Continental Bank, National Association and M.J. Kruger, as Trustee and Co-Trustee	Issuance of First Mortgage 7% Bonds, Series 93 and First Mortgage 7-1/2% Bonds, Series 94
July 15, 1993	Company to Continental Bank, National Association and M.J. Kruger, as Trustee and Co-Trustee	Issuance of First Mortgage 6-5/8% Bonds, Series 96 and First Mortgage 7-3/4% Bonds, Series 97
January 15, 1994	Company to Continental Bank, National Association and M.J. Kruger, as Trustee and Co-Trustee	Issuance of First Mortgage Bonds, Pollution Control Series 1994A, 1994B and 1994C
December 1, 1994	Company to Bank of America Illinois and Robert J. Donahue, as Trustee and Co-Trustee	Issuance of First Mortgage Bonds, Pollution Control Series 1994D
June 1, 1996	Company to Harris Trust and Savings Bank and D.G. Donovan, as Trustee and Co-Trustee	Issuance of First Mortgage Bonds, Pollution Control Series 1996A and 1996B
March 1, 2002	Company to BNY Midwest Trust Company and D.G. Donovan, as Trustee and Co-Trustee	Issuance of unregistered First Mortgage 6.15% Bonds, Series 98
May 20, 2002	Company to BNY Midwest Trust Company	Issuance of First Mortgage Bonds, Pollution Control Series 2002

Supplemental Indenture Date	Parties	Providing For
	and D.G. Donovan, as Trustee and Co-Trustee	Pollution Control Series 2002
June 1, 2002	Company to BNY Midwest Trust Company and D.G. Donovan, as Trustee and Co-Trustee	Issuance of additional unregistered First Mortgage 6.15% Bonds, Series 98
October 7, 2002	Company to BNY Midwest Trust Company and D.G. Donovan, as Trustee and Co-Trustee	Issuance of registered First Mortgage 6.15% Bonds, Series 98 in exchange for unregistered First Mortgage 6.15% Bonds, Series 98
January 13, 2002	Company to BNY Midwest Trust Company and D.G. Donovan, as Trustee and Co-Trustee	Issuance of First Mortgage 3.700% Bonds, Series 99 and First Mortgage 5.875% Bonds, Series 100

WHEREAS, the respective designations, maturity dates and principal amounts of the bonds of each series presently outstanding under, and secured by, the Mortgage and the several supplemental indentures above referred to, are as follows:

Designation	Maturity Date	Principal Amount
First Mortgage 9-7/8% Bonds, Series 75	June 15, 2020	\$ 54,171,000
First Mortgage 8-1/4% Bonds, Series 76	October 1, 2006	100,000,000
First Mortgage 8-3/8% Bonds, Series 78	October 15, 2006	125,000,000
First Mortgage 8% Bonds, Series 83	May 15, 2008	140,000,000
First Mortgage 8-3/8% Bonds, Series 88	February 15, 2023	235,950,000
First Mortgage 8% Bonds, Series 91	April 15, 2023	160,000,000
First Mortgage 7-5/8% Bonds, Series 92	April 15, 2013	218,500,000
First Mortgage 7% Bonds, Series 93	July 1, 2005	225,000,000
First Mortgage 7-1/2% Bonds, Series 94	July 1, 2013	147,000,000
First Mortgage 6-5/8% Bonds, Series 96	July 15, 2003	100,000,000
First Mortgage 7-3/4% Bonds, Series 97	July 15, 2023	150,000,000
First Mortgage 5.3% Bonds, Pollution Control Series 1994A	January 15, 2004	26,000,000
First Mortgage 5.7% Bonds, Pollution Control Series 1994B	January 15, 2009	20,000,000
First Mortgage 5.85% Bonds, Pollution Control Series 1994C	January 15, 2014	20,000,000

Designation	Maturity Date	Principal Amount
Control Series 1994C		
First Mortgage 6.75% Bonds, Pollution Control Series 1994D	March 1, 2015	91,000,000
First Mortgage 4.4% Bonds, Pollution Control Series 1996A	December 1, 2006	110,000,000
First Mortgage 4.4% Bonds, Pollution Control Series 1996B	December 1, 2006	89,400,000
First Mortgage 6.15% Bonds, Series 98	March 15, 2012	600,000,000
First Mortgage Bonds, Pollution Control Series 2002	April 15, 2013	100,000,000
First Mortgage 3.700% Bonds, Series 99	February 1, 2008	350,000,000
First Mortgage 5.875% Bonds, Series 100	February 1, 2033	350,000,000
	Total	<u>\$3,412,021,000</u>

WHEREAS, the Mortgage provides for the issuance from time to time thereunder, in series, of bonds of the Company for the purposes and subject to the limitations therein specified; and

WHEREAS, the Company desires, by this Supplemental Indenture, to create an additional series of bonds to be issuable under the Mortgage, such bonds to be designated "First Mortgage 4.70% Bonds, Series 101" (hereinafter called the "*bonds of Series 101*") and the terms and provisions to be contained in the bonds of Series 101 or to be otherwise applicable thereto to be as set forth in this Supplemental Indenture; and

WHEREAS, the bonds of Series 101 and the Trustee's certificate to be endorsed thereon shall be substantially in the form of the General Form of Registered Bond Without Coupons and the form of the General Form of Trustee's Certificate set forth in Section 3.05 of the Supplemental Indenture dated August 1, 1944 to the Mortgage with such appropriate insertions, omissions and variations in order to express the designation, date, maturity date, annual interest rate, record dates for, and dates of, payment of interest, denominations, terms of redemption and redemption prices, and other terms and characteristics authorized or permitted by the Mortgage or not inconsistent therewith; and

WHEREAS, the Company is legally empowered and has been duly authorized by the necessary corporate action and by orders of the Illinois Commerce Commission to make, execute and deliver this Supplemental Indenture, and to create, as an additional series of bonds of the Company, the bonds of Series 101, and all acts and things whatsoever necessary to make this

Supplemental Indenture, when executed and delivered by the Company and the Trustees, a valid, binding and legal instrument, and to make the bonds of Series 101, when authenticated by the Trustee and issued as in the Mortgage and in this Supplemental Indenture provided, the valid, binding and legal obligations of the Company, entitled in all respects to the security of the Mortgage, as amended and supplemented, have been done and performed;

NOW, THEREFORE, in consideration of the premises and of the sum of one dollar duly paid by the Trustees to the Company, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto do hereby agree as follows:

SECTION 1. *Designation and Issuance of Bonds of Series 101.* The bonds of Series 101 shall, as hereinbefore recited, be designated as the Company's "First Mortgage 4.70% Bonds, Series 101." Subject to the provisions of the Mortgage, the bonds of Series 101 shall be issuable without limitation as to the aggregate principal amount thereof.

SECTION 2. *Form, Date, Maturity Date, Interest Rate and Interest Payment Dates of Bonds of Series 101.* (a) The definitive bonds of Series 101 shall be in engraved, lithographed, printed or typewritten form and shall be registered bonds without coupons; and such bonds and the Trustee's certificate to be endorsed thereon shall be substantially in the forms hereinbefore recited, respectively. The bonds of Series 101 shall be dated as provided in Section 3.01 of the Mortgage, as amended by Supplemental Indenture dated April 1, 1967.

(b) The bonds of Series 101 shall mature on April 15, 2015.

(c) The bonds of Series 101 shall bear interest at the rate of 4.70% per annum until the principal thereof shall be paid.

(d) Interest on the bonds of Series 101 shall be payable semi-annually on the fifteenth day of April and the fifteenth day of October in each year, commencing October 15, 2003. April 1 and October 1 in each year are hereby established as record dates for the payment of interest payable on the next succeeding interest payment dates, respectively. The interest on each bond of Series 101 so payable on any interest payment date shall, subject to the exceptions provided in Section 3.01 of the Mortgage, as amended by said Supplemental Indenture dated April 1, 1967, be paid to the person in whose name such bond is registered at the close of business on the April 1 or October 1, as the case may be, next preceding such interest payment date.

SECTION 3. *Execution of Bonds of Series 101.* The bonds of Series 101 shall be executed on behalf of the Company by its President or one of its Vice Presidents, manually or by facsimile signature, and shall have its corporate seal affixed thereto or a facsimile of such seal imprinted thereon, attested by its Secretary or one of its Assistant Secretaries, manually or by facsimile signature, all as may be provided by resolution of the Board of Directors of the Company. In case any officer or officers whose signature or signatures, manual or facsimile, shall appear upon any bond of Series 101 shall cease to be such officer or officers before such

bond shall have been actually authenticated and delivered, such bond nevertheless may be issued, authenticated and delivered with the same force and effect as though the person or persons whose signature or signatures, manual or facsimile, appear thereon had not ceased to be such officer or officers of the Company.

SECTION 4. *Medium and Places of Payment of Principal of and Interest on Bonds of Series 101; Transferability and Exchangeability.* Both the principal of and interest on the bonds of Series 101 shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts, and both such principal and interest shall be payable at the office or agency of the Company in the City of Chicago, State of Illinois, or, at the option of the registered owner, at the office or agency of the Company in the Borough of Manhattan, The City of New York, State of New York, and such bonds shall be transferable and exchangeable, in the manner provided in Sections 3.09 and 3.10 of the Mortgage, at said office or agency. No charge shall be made by the Company to the registered owner of any bond of Series 101 for the transfer of such bond or for the exchange thereof for bonds of other authorized denominations, except, in the case of transfer, a charge sufficient to reimburse the Company for any stamp or other tax or governmental charge required to be paid by the Company or the Trustee.

SECTION 5. *Denominations and Numbering of Bonds of Series 101.* The bonds of Series 101 shall be issued in the denomination of \$1,000 and in such multiples of \$1,000 as shall from time to time hereafter be determined and authorized by the Board of Directors of the Company or by any officer or officers of the Company authorized to make such determination, the authorization of the denomination of any bond of Series 101 to be conclusively evidenced by the execution thereof on behalf of the Company. Bonds of Series 101 shall be numbered R-1 and consecutively upwards.

SECTION 6. *Temporary Bonds of Series 101.* Until definitive bonds of Series 101 are ready for delivery, there may be authenticated and issued in lieu of any thereof and subject to all of the provisions, limitations and conditions set forth in Section 3.11 of the Mortgage, temporary registered bonds without coupons of Series 101.

SECTION 7. *Redemption of Bonds of Series 101.* (a) The bonds of Series 101 shall be redeemable, at the option of the Company, as a whole or in part, at any time upon notice sent by the Company through the mail, postage prepaid, at least thirty (30) days and not more than forty-five (45) days prior to the date fixed for redemption, to the registered holder of each bond to be redeemed in whole or in part, addressed to such holder at his address appearing upon the registration books, at a redemption price equal to the greater of

- (1) 100% of the principal amount of the bonds of Series 101 to be redeemed, plus accrued interest to the redemption date, or

(2) as determined by the Quotation Agent (as hereinafter defined), the sum of the present values of the remaining scheduled payments of principal and interest on the bonds of Series 101 to be redeemed (not including any portion of payments of interest accrued as of the redemption date) discounted to the redemption date on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Adjusted Treasury Rate (as hereinafter defined) plus twenty-five (25) basis points, plus accrued interest to the redemption date.

Unless the Company defaults in payment of the redemption price, on and after the redemption date, interest will cease to accrue on the bonds of Series 101 or portions of the bonds of Series 101 called for redemption.

(b) For purposes of the foregoing Section 7(a), the following terms shall have the respective meanings set forth below:

“Adjusted Treasury Rate” means, with respect to any redemption date, the rate per year equal to the semi-annual equivalent yield to maturity of the Comparable Treasury Issue, assuming a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for the redemption date.

“Business Day” means any day that is not a day on which banking institutions in New York City are authorized or required by law or regulation to close.

“Comparable Treasury Issue” means the United States Treasury security selected by the Quotation Agent as having a maturity comparable to the remaining term of the bonds of Series 101 that would be used, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of the bonds of Series 101.

“Comparable Treasury Price” means, with respect to any redemption date:

(i) the average of the Reference Treasury Dealer Quotations for that redemption date, after excluding the highest and lowest of the Reference Treasury Dealer Quotations; or

(ii) if the Trustee obtains fewer than three Reference Treasury Dealer Quotations, the average of all Reference Treasury Dealer Quotations so received.

“Quotation Agent” means the Reference Treasury Dealer appointed by the Company.

“Reference Treasury Dealer” means (1) each of Merrill Lynch, Pierce, Fenner & Smith Incorporated and ABN AMRO Incorporated and their respective successors,

unless any of them ceases to be a primary U.S. Government securities dealer in New York City (a “*Primary Treasury Dealer*”), in which case the Company shall substitute another Primary Treasury Dealer; and (2) any other Primary Treasury Dealer selected by the Company.

“*Reference Treasury Dealer Quotations*” means, with respect to each Reference Treasury Dealer and any redemption date, the average, as determined by the Trustee, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Trustee by that Reference Treasury Dealer at 5:00 p.m., New York City time, on the third Business Day preceding that redemption date.

(c) In case the Company shall desire to exercise such right to redeem and pay off all or any part of such bonds of Series 101 as hereinbefore provided, it shall comply with all the terms and provisions of Article V of the Mortgage applicable thereto, and such redemption shall be made under and subject to the terms and provisions of Article V and in the manner and with the effect therein provided, but at the time or times and upon mailing of notice, all as hereinbefore set forth in this Section 7. No publication of notice of any redemption of any bonds of Series 101 shall be required under Section 5.03(a) of the Mortgage.

SECTION 8. *Book-Entry Only System.* It is intended that the bonds of Series 101 be registered so as to participate in the securities depository system (the “*DTC System*”) with The Depository Trust Company (“*DTC*”), as set forth herein. The bonds of Series 101 shall be initially issued in the form of a fully registered bond or bonds in the name of Cede & Co., or any successor thereto, as nominee for DTC. The Company and the Trustees are authorized to execute and deliver such letters to or agreements with DTC as shall be necessary to effectuate the DTC System, including the Letter of Representations from the Company and the Trustees to DTC relating to the bonds of Series 101 (the “*Representation Letter*”). In the event of any conflict between the terms of the Representation Letter and the Mortgage, the terms of the Mortgage shall control. DTC may exercise the rights of a bondholder only in accordance with the terms hereof applicable to the exercise of such rights.

With respect to bonds of Series 101 registered in the name of DTC or its nominee, the Company and the Trustees shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which DTC holds such bonds from time to time as securities depository (each such broker-dealer, bank or other financial institution being referred to herein as a “*Depository Participant*”) or to any person on behalf of whom such a Depository Participant holds an interest in such bonds (each such person being herein referred to as an “*Indirect Participant*”). Without limiting the immediately preceding sentence, the Company and the Trustees shall have no responsibility or obligation with respect to:

(i) the accuracy of the records of DTC, its nominee or any Depository Participant with respect to any ownership interest in the bonds of Series 101,

(ii) the delivery to any Depository Participant or any Indirect Participant or any other person, other than a registered owner of a bond of Series 101, of any notice with respect to the bonds of Series 101, including any notice of redemption,

(iii) the payment to any Depository Participant or Indirect Participant or any other person, other than a registered owner of a bond of Series 101, of any amount with respect to principal of, redemption premium, if any, on, or interest on, the bonds of Series 101, or

(iv) any consent given by DTC as registered owner.

So long as certificates for the bonds of Series 101 are not issued as hereinafter provided, the Company and the Trustees may treat DTC or any successor securities depository as, and deem DTC or any successor securities depository to be, the absolute owner of such bonds for all purposes whatsoever, including, without limitation, (1) the payment of principal and interest on such bonds, (2) giving notice of matters (including redemption) with respect to such bonds and (3) registering transfers with respect to such bonds. While a bond of Series 101 is in the DTC System, no person other than DTC or its nominee shall receive a certificate with respect to such bond.

In the event that:

(a) DTC notifies the Company that it is unwilling or unable to continue as depository or if DTC ceases to be a clearing agency registered under applicable law and a successor depository is not appointed by the Company within 90 days,

(b) the Company determines that the beneficial owners of the bonds of Series 101 should be able to obtain certificated bonds and so notifies the Trustees in writing or

(c) there shall have occurred and be continuing a completed default or any event which after notice or lapse of time or both would be a completed default with respect to the bonds of Series 101,

the bonds of Series 101 shall no longer be restricted to being registered in the name of DTC or its nominee. In the case of clause (a) of the preceding sentence, the Company may determine that the bonds of Series 101 shall be registered in the name of and deposited with a successor depository operating a securities depository system, as may be acceptable to the Company and the Trustees, or such depository's agent or designee, and if the Company does not appoint a successor securities depository system within 90 days, then the bonds may be registered in whatever name or names registered owners of bonds transferring or exchanging such bonds shall designate, in accordance with the provisions hereof.

Notwithstanding any other provision of the Mortgage to the contrary, so long as any bond of Series 101 is registered in the name of DTC or its nominee, all payments with respect to principal of and interest on such bond and all notices with respect to such bond shall be made and given, respectively, in the manner provided in the Representation Letter.

SECTION 9. *Legends.* So long as the bonds of Series 101 are held by DTC, such bonds of Series 101 shall bear the following legend:

Unless this bond is presented by an authorized representative of the Depository Trust Company, a New York corporation ("DTC"), to the Company or its agent for registration of transfer, exchange or payment, and any bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), any transfer, pledge or other use hereof for value or otherwise by a person is wrongful inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

SECTION 10. *Confirmation of Lien.* The Company, for the equal and proportionate benefit and security of the holders of all bonds at any time issued under the Mortgage, hereby confirms the lien of the Mortgage upon, and hereby grants, bargains, sells, transfers, assigns, pledges, mortgages, warrants and conveys unto the Trustees, all property of the Company and all property hereafter acquired by the Company, other than (in each case) property which, by virtue of any of the provisions of the Mortgage, is excluded from such lien, and hereby confirms the title of the Trustees (as set forth in the Mortgage) in and to all such property. Without in any way limiting or restricting the generality of the foregoing, there is specifically included within the confirmation of lien and title hereinabove expressed the property of the Company legally described on Exhibit A attached hereto and made a part hereof.

SECTION 11. *Miscellaneous.* The terms and conditions of this Supplemental Indenture shall be deemed to be a part of the terms and conditions of the Mortgage for any and all purposes. The Mortgage, as supplemented by said indentures supplemental thereto dated subsequent to August 1, 1944 and referred to in the recitals of this Supplemental Indenture, and as further supplemented by this Supplemental Indenture, is in all respects hereby ratified and confirmed.

This Supplemental Indenture shall bind and, subject to the provisions of Article XIV of the Mortgage, inure to the benefit of the respective successors and assigns of the parties hereto.

Although this Supplemental Indenture is dated as of March 14, 2003, it shall be effective only from and after the actual time of its execution and delivery by the Company and the Trustees on the date indicated by their respective acknowledgments hereto annexed.

This Supplemental Indenture may be simultaneously executed in any number of counterparts, and all such counterparts executed and delivered, each as an original, shall constitute but one and the same instrument.

IN WITNESS WHEREOF, Commonwealth Edison Company has caused this Supplemental Indenture to be executed in its name by its Vice President and Treasurer, and attested by one of its Assistant Secretaries, and BNY Midwest Trust Company, as Trustee under the Mortgage, has caused this Supplemental Indenture to be executed in its name by one of its Vice Presidents, and attested by one of its Assistant Vice Presidents, and D. G. Donovan, as Co-Trustee under the Mortgage, has hereunto affixed his signature, all as of the day and year first above written.

COMMONWEALTH EDISON COMPANY

By

J. Barry Mitchell
Vice President and Treasurer

ATTEST:

Scott N. Peters
Assistant Secretary

BNY MIDWEST TRUST COMPANY

By

J. Bartolini
Vice President

ATTEST:

C. Potter
Assistant Vice President

D. G. DONOVAN

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, MARY L. KWILOS, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that J. Barry Mitchell, Vice President and Treasurer of Commonwealth Edison Company, an Illinois corporation, one of the parties described in and which executed the foregoing instrument, and Scott N. Peters, an Assistant Secretary of said corporation, who are both personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Treasurer and Assistant Secretary, respectively, and who are both personally known to me to be Vice President and Treasurer and an Assistant Secretary respectively, of said corporation, appeared before me this day in person and severally acknowledged that they signed, executed and delivered said instrument as their free and voluntary act as such Vice President and Treasurer and Assistant Secretary, respectively, of said corporation, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 28th day of March, A.D. 2003.

Mary L. Kwilos
Notary Public

(NOTARIAL SEAL)

My Commission expires October 26, 2005.

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, L. GARCIA, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that J. Bartolini, a Vice President of BNY Midwest Trust Company, an Illinois trust company, one of the parties described in and which executed the foregoing instrument, and C. Potter, an Assistant Vice President of said trust company, who are both personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Vice President, respectively, and who are both personally known to me to be a Vice President and an Assistant Vice President, respectively, of said trust company, appeared before me this day in person and severally acknowledged that they signed, executed and delivered said instrument as their free and voluntary act as such Vice President and Assistant Vice President, respectively, of said trust company, and as the free and voluntary act of said trust company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 14th day of March, A.D. 2003.

L. Garcia
Notary Public

(NOTARIAL SEAL)

My Commission expires July 8, 2006.

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, L. GARCIA, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that D. G. DONOVAN, one of the parties described in and which executed the foregoing instrument, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, executed and delivered said instrument as his free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 14th day of March, A.D. 2003.

L. Garcia
Notary Public

(NOTARIAL SEAL)

My Commission expires July 8, 2006.

EXHIBIT A

Legal Descriptions

See Attached.

BOONE COUNTY
BELVIDERE TSS #122, T202

Parcel No. 3 (Fee)

P.I.N.

N/A

That part of the Southeast Quarter (SE $\frac{1}{4}$) of Section Twenty-two (22), Township Forty-four (44) North, Range Three (3) East of the Third Principal Meridian, described as follows: Beginning at the Northeast corner of said Southeast Quarter (SE $\frac{1}{4}$) of Section Twenty-two (22); thence West along the North line of said Southeast Quarter (SE $\frac{1}{4}$) a distance of One Thousand Seventy and fifty-two hundredths (1070.52) feet to an Iron Pipe; thence South Thirty-three degrees (33°) West Eight Hundred Nine and sixteen hundredths (809.16) feet to the center line of State Bond Issue Route No. Five (5); thence North Fifty-seven degrees (57°) West along the center line of State Bond Issue Route No. Five (5) a distance of One Hundred Eighty and nine tenths (180.9) feet for a point of beginning; thence continuing North Fifty-seven degrees (57°) West along the center line of State Bond Issue Route No. Five (5) a distance of One Hundred Twenty-five and four tenths (125.4) feet; thence North Thirty-three degrees four minutes (33° 4') East a distance of One Hundred Ninety-two and forty-four hundredths (192.44) feet; thence South Fifty-six degrees forty-six minutes (56° 46') East a distance of One Hundred Twenty-five and seventy-five hundredths (125.75) feet; thence South Thirty-three degrees nine minutes (33° 9') West a distance of One Hundred Ninety-two (192) feet to the point of beginning; in Boone County, Illinois,

BUREAU COUNTY
KEWANEE-DIXON R/W, T1

Parcel No.

44 (Easement)

P.I.N.

N/A

Easement affecting real property as conveyed and described in the following instrument and legal description.

Easements, Other Agreements Only	
Doc Date	08/18/1930
Recorded Doc #	204435
Doc Rec Date	09/05/1930

From the South West Corner (S.W.Cor.) of the North West Quarter (N.W. $\frac{1}{4}$) of the South West Quarter (S.W. $\frac{1}{4}$) of Section Thirty (Sec.30) in Township Eighteen North (T.18 N.) Range Six East (R.6 E.) of the Fourth Principal Meridian (4th P.M.) measure northwardly along the west line of said quarter quarter section seven hundred ninety and four tenths (790.4') feet to a point for the Place of Beginning. Thence continuing the last described course measure two hundred twenty-eight and five tenths (228.5') feet. Thence deflecting forty-one degrees and two minutes (41°02') to the right measure northeastwardly three hundred ninety-three and five tenths (393.5') feet to the Indian Boundary Line. Thence deflecting thirty-nine degrees (39°00') to the right measure eastwardly along the Indian Boundary Line five hundred eighty-eight and two tenths (588.2') feet to the east line of said quarter quarter section. Thence deflecting ninety-two degrees and ten minutes (92°10') to the right measure southwardly along the east line of said quarter quarter section eight and seven tenths (8.7') feet. Thence deflecting eighty-seven degrees and fifty minutes (87°50') to the right measure westwardly three hundred sixty-three and nine tenths (363.9') feet. Thence deflecting thirty-nine degrees and five minutes (39°05') to the left measure southwestwardly seven hundred twenty-six and six tenths (726.6') feet to the Place of Beginning.

Containing an area of two and four hundredths (2.04) acres more or less.

COUNTY: CARROLL
PROPERTY: MILLEDGEVILLE MICRO-SITE
Parcel # 1 (fee) (easement)
circle appropriate category
P.I.N. N/A

Part of the North Half of the Southeast Quarter of Section 2,
Township 23 North, Range 6 East of the Fourth Principal Meridian,
Carroll County, Illinois described as follows: Beginning at the
Northwest corner of the said Southeast Quarter; thence Easterly
on the North line of the said Southeast Quarter, 361.60 feet;
thence Southerly parallel with the West line of the said Southeast
Quarter, 361.60 feet; thence Westerly parallel with the said North
line of the Southeast Quarter, 361.60 feet to the said West line
of the Southeast Quarter; thence Northerly on the said West line,
361.60 feet to the said point of beginning.

No P.I.N. necessary

CHRISTIAN COUNTY
G713 - PANA MICRO WAVE SITE

Parcel No. 1 (Fee) P.I.N. 11-25-16-200-002

Beginning at a stone at the Northeast corner of Section 16, Township 11 North, Range 1 East of the 3rd P.M., Christian County, Illinois, thence Southerly along the East line of the Northeast Quarter of said Section 16, a distance of 374.0 feet to a point, thence Southwesterly on a line forming an angle of $51^{\circ} 16'$ to the Right with the East line of the said Northeast Quarter of Section 16, a distance of 679.43 feet to a point; thence Northerly on a line parallel to the East line of the said Northeast Quarter of Section 16, a distance of 813.26 feet to a point on the North line of the Northeast Quarter of Section 16, thence Easterly along the North line, Section 16, a distance of 530.0 Feet to the point of beginning;

COOK COUNTY
DIVERSEY TSS #40, T405

- 017

Parcel No. 1 (Fee)

P.I.N. 14.30-402-039, 14.30-402-
14.30-402-041

Lots 34 to 37, inclusive, in Block 2 in Manufacturer's Addition to Chicago, in the Southeast $\frac{1}{4}$ of Section 30, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

ALSO:

Lot 29 (except that part lying Northwesterly of the center line of the party wall now existing between buildings located on Lots 29 and 30) and all Lots 30, 31, 32 and 33 in Block 2 in Manufacturer's Additoin to Chicago, in the Southeast $\frac{1}{4}$ of Section 30, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

DEKALB COUNTY
WATERMAN TSS #113, T235

Parcel No. 1 (Fee)

P.I.N. 118

A part of the South East quarter (SE $\frac{1}{4}$) of the North East quarter (NE $\frac{1}{4}$) of Section Twenty-seven (27), Township Thirty-nine (39) North, Range Four (4) East of the 3rd P.M., bounded and described as follows: commencing at the Southeast corner of the South East quarter (SE $\frac{1}{4}$) of said North East quarter (NE $\frac{1}{4}$) of Section Twenty-seven (27), and running thence North on the East line of said Section, a distance of three hundred fifty (350) feet; thence running Westerly parallel with the East and West half section line of said Section Twenty-seven (27) a distance of three hundred ninety (390) feet; thence running Southerly parallel with the East line of said Section Twenty-seven (27) a distance of three hundred fifty (350) feet to the South line of the North East quarter (NE $\frac{1}{4}$) of said Section Twenty-seven (27); thence running Easterly on the South line of said Section a distance of three hundred ninety (390) feet to the place of beginning.

EXCEPTING THEREFROM:

That part of the Southeast Quarter of the Northeast Quarter of Section 27, Township 39 North, Range 4 East of the Third Principal Meridian, DeKalb County, Illinois, more particularly described as follows:

Beginning at the Southeast corner of the Southeast Quarter of the Northeast Quarter of said Section 27; and thence North 0° 26' East along the East line of said Section 27 (the bearing for the said East line of said Section 27 being established in relation to the assumed bearing assigned to the center line of Illinois Route 23), a distance of 350.0 feet to a point; thence North 89° 48' West for a distance of 58.81 feet to a point, which point is 60 feet left as measured at right angles from the center line for Federal Aid Route 24; thence South 0° 25' West (parallel to the said center line of Federal Aid Route 24) for a distance of 350.0 feet to a point on the South line of the Southeast Quarter of the Northeast Quarter of said Section 27, which point is 60 feet left as measured at right angles from the said center line of Federal Aid Route 24; thence South 89° 48' East along the South line of the Southeast Quarter of the Northeast Quarter of said Section 27 for a distance of 58.75 feet to the place of beginning.

DEWITT COUNTY
LATHAM-FRANKFORT R/W, T139

Parcel No. D23 EASEMENT

P.I.N. 219

Easement affecting real property as conveyed and described in the following instrument and legal description.

Easements Other Agreements Only	
Doc Date	3-11-66
Recorded Doc #	79112~
Doc Rec Date	4-11-66

The West one-half of Section 31, Township 19 North, Range 1 East of the 3rd Principal Meridian, DeWitt County, Illinois.

The center line of the said transmission line and the center line of the said easement strip shall be located on or within 100 feet of a line which extends Northeastwardly from a point on the South line of the above described property which is 1290 feet East of the Southwest corner thereof to a point on the East line of said property which is 3210 feet North of the Southeast corner thereof.

DUPAGE COUNTY
ELMHURST TSS, T307
PARCEL 1

Parcel No. 1 (Fee)

P.I.N. 3-25-409-002

The Southeast quarter of the Southeast quarter of Section
25, Township 40 North, Range 11, East of the Third
Principal Meridian (except the North 243 feet thereof) in
DuPage County, Illinois.

FORD COUNTY

A GRANT TO PUBLIC SERVICE COMPANY OF NORTHERN ILLINOIS, ITS SUCCESSORS AND ASSIGNS, FOR THE RIGHT AND PRIVILEGE TO CONSTRUCT, OPERATE AND MAINTAIN AN ELECTRIC TRANSMISSION AND DISTRIBUTION SYSTEM IN ROGERS TOWNSHIP, FORD COUNTY, STATE OF ILLINOIS.

BE IT ORDAINED BY THE HIGHWAY COMMISSIONER OF ROGERS TOWNSHIP.

SECTION 1. That the right, permission and authority be, and the same are hereby granted to the Public Service Company of Northern Illinois, its successors and assigns, to construct, operate and maintain in the Township of Rogers, in the County of Ford, and State of Illinois, a system for the transmission and distribution of electric current, including the necessary poles, wires and fixtures, in, upon, along and through such highways of said township as are not under the control of the Department of Public Works and Buildings.

SECTION 2. All necessary poles, wires and fixtures shall be located and erected under the supervision of the Highway Commissioner of said Township. If the said highways should be disturbed in the construction of said pole lines, they shall be promptly replaced and repaired by the Public Service Company of Northern Illinois, its successors and assigns, at their expense, and to the satisfaction of the Highway Commissioner.

SECTION 3. It is understood that the Public Service Company of Northern Illinois, its successors and assigns, will indemnify and save harmless said township from all loss, damage and expense which it may suffer or be in any wise subject to on account of this grant.

SECTION 4. This grant shall be in force and take effect from and after the date signed.

DATED . is 10th day of June, A.D. 1936.

John A. Adams
HIGHWAY COMMISSIONER OF ROGERS TOWNSHIP

ATTEST:

Harriet Beck
CLERK OF ROGERS TOWNSHIP

GRUNDY COUNTY
MAZON TSS, T241
PARCELS 1 AND 2

Parcel No. 1 (Fee)

P.I.N. 05-34-100-001

That part of the Northwest Quarter (NW $\frac{1}{4}$) of Section Thirty Four (34), Township Thirty-Three (33) North, Range Seven (7) East of the Third Principal Meridian, described as follows: Beginning at the Northwest corner of said Northwest Quarter (NW $\frac{1}{4}$) and running thence Eastwardly a distance of One Thousand Fifty-six (1,056) feet along a line which if extended Easterly will pass through a point One Hundred Fifty (150) feet South of the North line and Nine Hundred (900) feet West of the East line of said Northwest Quarter (NW $\frac{1}{4}$) said line and its Easterly extension being a part of the South line of the parcel of land conveyed to the Public Service Company of Northern Illinois by Warranty Deed recorded in the Recorder's Office of Grundy County, Illinois, as Document No. 92127; thence South, parallel with the West line of said Northwest Quarter (NW $\frac{1}{4}$), a distance of Three Hundred Twenty-five (325) feet; thence Westwardly, along a line parallel with the first course in this description, a distance of One Thousand Fifty-six (1,056) feet to its intersection with said West line of Northwest Quarter (NW $\frac{1}{4}$), and thence North, along said West line of Northwest Quarter (NW $\frac{1}{4}$), a distance of Three Hundred Twenty Five (325) feet, to the point of beginning, in Grundy County, Illinois,

HENRY COUNTY
T215 - KEWANEE TSS 74

Parcel No. 1

(Fee)

P.I.N.

20-24-300-002

20-25-100-001

20-23-400-002

20-26-200-004

PARCEL 1. All that part of the Southwest Quarter of the Southwest Quarter of Section Twenty-four (24), Township Fifteen (15) North, Range Five (5), East of the Fourth Principal Meridian, Henry County, Illinois, lying South of the right-of-way of the Chicago, Burlington & Quincy Railroad, containing twenty-six and eighty-four hundredths (26.84) acres.

PARCEL 2. The North three hundred feet (300') of the Northwest Quarter of the Northwest Quarter of Section Twenty-five (25), Township Fifteen (15) North, Range Five (5), East of the Fourth Principal Meridian, Henry County, Illinois, containing nine and ten hundredths (9.10) acres.

PARCEL 3. All that part of the Southeast Quarter of the Southeast Quarter of Section Twenty-three (23), Township Fifteen (15) North, Range Five (5), East of the Fourth Principal Meridian, Henry County, Illinois, lying South of the right-of-way of the Chicago, Burlington & Quincy Railroad, containing six and eighty hundredths (6.80) acres.

PARCEL 4. A tract of land described as follows: Beginning at the point of intersection of the West line of the Northeast Quarter of the Northeast Quarter of Section Twenty-six (26), Township Fifteen (15) North, Range Five (5), East of the Fourth Principal Meridian, Henry County, Illinois, and the South line of the right-of-way of the Chicago, Burlington & Quincy Railroad; thence Northeasterly along said South line of said Railroad right-of-way two hundred fifty-two (252) feet to the North line of said Section; thence East along said North line two hundred twenty-four (224') feet; thence Southwesterly parallel with said South line of said Railroad right-of-way to the said West line of the Northeast Quarter of the Northeast Quarter of said Section Twenty-six (26); thence North one hundred thirteen feet (113') along the West line to the place of beginning.

Iroquois County

DISTRIBUTION EASEMENT:

Easement affecting the following described real property:

A strip of land Ten (10) feet in width, the centerline of said strip being described as follows:

Commencing at a point at the Northeast corner of the Southwest 1/4 of Section 11 Township 29 North, Range 13 West of the Second Principal Meridian, Adams Township, Kankakee County, Illinois; thence running West along the North line of the Southwest 1/4 of said Section 11 a distance of One Thousand Two Hundred and Six (1,206) feet, more or less, to a point; thence running South and parallel to the West line of the Southwest 1/4 of said Section 11 to a point on the South line of the Southwest 1/4 of said Section 11, said line being the County line between Kankakee County and Iroquois County; thence running East along said County line a distance of Thirty (30) feet, more or less, to a point, said point to be known as the point of beginning of said Ten (10) feet strip; thence running in a Southeasterly direction in the Northwest 1/4 of Section 14, Township 29 North, Range 13 West of the Second Principal Meridian, Papineau Township, Iroquois County, Illinois, a distance of One Hundred Ten (110) feet, more or less, to a point.

NO A.I.N. necessary

COUNTY: JO DAVIESS

PROPERTY: WARREN DC SITE

Parcel # 1 (fee) (easement)
circle appropriate category

P.I.N. 21-001-702-00

The Southerly Thirty-seven and five tenths (37.5) feet
(as measured along the lot lines) of Lot Four (4);

ALSO

Lot Five (5) (except that part conveyed to Henry Goding
by quit claim deed, recorded February 6, 1896, in Book 71
of Deeds, Page 242).

All in Block Two (2) of A. Burnett's Second Addition to Warren in the
Southwest Quarter (SW $\frac{1}{4}$) of Section Nineteen (19), Township Twenty-nine
(29) North, Range Five (5) East of the Fourth Principal Meridian,
according to the plat thereof recorded June 12, 1855, in Book 2 of
Deeds, Page 280.

ALSO

That part of said Section Nineteen (19), Township Twenty-nine (29)
North, Range Five (5) East of the Fourth Principal Meridian described
as follows: Commencing at the West corner of said Lot Five (5), Block
Two (2) of A. Burnett's Second Addition to Warren and running thence
East One Hundred Eighteen and five tenths (118.5) feet; thence South
Fifty-eight (58) degrees Ten (10) minutes West One Hundred Four (104)
feet; thence Northwesterly Sixty-two and five tenths (62.5) feet to
the place of beginning;

KANE COUNTY
PLANO-NELSON-ELECTRIC JUNCTION R/W, T192

Parcel No. 013 (Fee)

P.I.N. 14-35-400-004

The West 205 feet (as measured perpendicularly to the West line thereof) of the East Half ($E\frac{1}{2}$) of the Southeast Quarter ($SE\frac{1}{4}$) of Section Thirty-five (35), Township Thirty-eight (38) North, Range Seven (7) East of the Third Principal Meridian, Kane County, Illinois.

KANKAKEE COUNTY
T349 - DAVIS CREEK TSS 86
PARCELS 1-2

Parcel No. 1

(Fee)

P.I.N.

01-36-300-002

The South Half of the Southwest Quarter of Section 36,
Township 32 North Range 11 East of the Third Principal
Meridian, in Kankakee County, Illinois.

Parcel No. 2

(Fee)

P.I.N.

01-36-300-001

The North half of the Southwest Quarter of Section 36, Township 32
North, Range 11 East of the Third Principal Meridian; in Kankakee
County, Illinois.

KENDALL COUNTY
PLANO TSS #167, T226

Parcel No. 1 (Fee)

P.I.N.

02-18-100-001

The West Half ($W\frac{1}{2}$) of the Northeast Quarter ($NE\frac{1}{4}$) of Section Eighteen (18) - excepting therefrom the East 325 feet of the North 375 feet thereof, in Township thirty-seven (37) North, Range Seven (7) East of the Third Principal Meridian; in the Township of Bristol, Kendall County, Illinois.

Parcel No. 2 (Fee)

P.I.N.

02-18-100-001

Lot 7 of the Northwest fractional quarter of Section 18 as shown in Plat Book 1 on Page 70, all in Township 37 North, Range 7 East of the Third Principal Meridian, in the Township of Bristol, Kendall County, Illinois.

Knox County

DISTRIBUTION EASEMENT:

Easement affecting the following described real property:
The Northwest Quarter of Section 22, Township 13 North, Range 2 East of the
Fourth Principal Meridian, in Knox County, Illinois

LAKE COUNTY
LIBERTYVILLE TSS#154, T264

11-08-100 - 013

Parcel No. 1 (Fee)

P.I.N.

That part of the North twenty (20) acres of the Northeast quarter of the Northwest quarter of Section eight (8), Township forty-four (44) North, Range eleven (11) East of the Third Principal Meridian lying Northwesterly of the following described line: Beginning at a point on the North line of the Northwest quarter of Section eight (8) which is three hundred twenty-seven and seventy hundredths (327.70) feet West of the Northeast corner of said North twenty (20) acres; thence Southwesterly along a diagonal line a distance of one thousand sixteen and nine hundredths (1,016.09) feet to a point on the South line of said North twenty (20) acres which is two hundred thirty and ninety-eight hundredths (230.98) feet East of the Southwest corner of the said North twenty (20) acres (said diagonal line also being the Northwesterly line of a tract of land described in the second descriptive paragraph of deed to Commonwealth Edison Company, recorded January 5, 1956, in the Recorder's Office of Lake County, Illinois, as Document No. 894037).

JOLIET-SENECA R/W, T28
LASALLE COUNTY

Parcel No. 85 (Fee)

P.I.N.

29-52-201-000

The South One Hundred Fifty (150) feet of the North half of Section Thirty-Six (36), Township Thirty-Three (33) North, Range Five (5) East of the Third Principal Meridian, lying East of the center line of the public highway known as "Seneca Road",

Parcel No. 86 (Fee)

P.I.N.

29-52-201-000

29-52-103-000

A parcel of land in the West Half of the Northwest quarter of Section Thirty-Six (36), Township Thirty-Three (33) North, Range Five (5) East of the Third Principal Meridian, bounded and described as follows: Beginning at the Southwest corner of the Northwest quarter of said section; thence North along the West section line of said section, One Hundred Fifty and two-hundredths (150.02) feet; thence East along a line One Hundred Fifty (150) feet North of and parallel with the South line of the Northwest quarter of said Section/Seven Hundred Eight and seventy-five hundredths (708.75) feet, more or less, to the center line of the public highway known as Seneca Road; thence Southerly along the center line of said Seneca Road to the South line of the Northwest quarter of said Section; thence West to the point of beginning,

LEE COUNTY
NELSON TSS #155, T309
PARCELS 1-4

Parcel No. 1 (Fee)

P.I.N.

N/A

The South Half (S 1/2) of the Southwest Quarter
(SW 1/4) of Section 32, Township 21 North,
Range 8 East of the Fourth Principal Meridian,
excepting therefrom the easterly 559.46 feet
thereof, containing 62.332 acres, more or less,

LIVINGSTON COUNTY
PONTIAC MIDPOINT TSS #80, T292
PARCELS 1 AND 2

21-01-100-003

21-01-100-004

Parcel No. 1 (Fee)

P.I.N.

21-01-100-005

The Northeast quarter of the Northwest quarter and the North half of the Southeast quarter of the Northwest quarter of Section One (1); and the Northwest quarter of the Northwest quarter of Section One (1), all in Township twenty seven (27) North, Range five (5) East of the Third Principal Meridian, excepting railroad right-of-way granted by Deed recorded in Book 63, at Page 439.

ALSO

All their right, title and interest in and to the South Half of the Southeast Quarter of the Northwest Quarter of Section One, Township Twenty-seven North, Range Five East of the Third Principal Meridian; specifically waiving any right to lease said land pursuant to paragraph 4 of option on reverse side of deed dated 11/12/64 conveying this and other property to said grantee herein,

LOGAN COUNTY
T139 - LATHAM-FRANKFORT R/W

Parcel No. L2 (Easement)

P.I.N. 219

Easement affecting real property as conveyed and described in the following instrument and legal description.

Easements Other Agreements Only	
Doc Date	1-17-66
Recorded Doc #	238392
Doc Rec Date	5-12-66

The North Half of the Southeast quarter of Section 27, Township 18 North, Range 1 West of the Third Principal Meridian, Logan County, Illinois.

The center line of the said transmission line and the center line of the said easement strip shall be located on or within 100 feet of a line which extends Northeastwardly from a point on the South line of the above described property which is 320 feet East of the Southwest corner thereof to a point on the North line of said property which is 975 feet East of the Northwest corner thereof.

MACON COUNTY
LATHAM-FRANKFORT R/W, T139

Parcel No. MA21 EASEMENT

P.I.N. 01-06-100-004

Easement affecting real property as conveyed and described
in the following instrument and legal description.

Easements Other Agreements Only	
Doc Date	1 7-13-66
Recorded Doc #	822821
Doc Rec Date	7-21-66

All that part of the West half of the Northwest Fractional Quarter of
Section 6, Township 18 North, Range 1 East of the Third Principal Meridian,
Macon County, Illinois, after taking 40 acres off the East side thereof.

The center line of the said transmission line and the center line of
the said easement strip shall be located on or within 100 feet of a line
which extends Northeastwardly from a point on the West line of the above de-
scribed property which is 2285 feet South of the Northwest corner thereof to
a point on the East line of said property which is 110 feet South of the
Northeast corner thereof.

COUNTY: MARSHALL

PROPERTY: TOLUCA DC S-19

Parcel # 1 (fee) (easement)
circle appropriate category

P.I.N.:
14-05-388-003

P.I.N. N/A

(249) That part of the Southwest quarter of Section five (5), Township twenty nine (29) North, Range one (1), East of the Third Principal Meridian, in the City of Toluca, bounded as follows, to-wit: Commencing as a point on the North and South center line of said Section five (5), fifty and ninety-five hundredths (50.95) feet South of the South line of Block eighty-one (81) in Santa Fe First Addition to the City of Toluca; thence South on said half section line eighty one and six tenths (81.6) feet to the North line of the right-of-way of the Atchison, Topeka & Santa Fe Railway Company; thence in a Westerly direction along the North line of the right-of-way of the Atchison, Topeka & Santa Fe Railway Company, one hundred (100) feet; thence North parallel to the said center line of said Section five (5), eighty one and six tenths (81.6) feet to the South line of Railroad Avenue in the said City of Toluca; thence in an Easterly direction along the South line of said Railroad Avenue and parallel to the North line of the right-of-way of the Atchison, Topeka & Santa Fe Railway Company, one hundred (100) feet to the place of beginning.

MCHEERY COUNTY
T283 - WOODSTOCK TSS #151

Parcel No. 1 (Fee)

13-17-100-005
P.I.N. 13-08-376-002

That part of the Northeast quarter of the Northwest quarter of Section seventeen (17), Township forty four (44) North, Range seven (7) East of the Third Principal Meridian, described as follows: Beginning at a point on the North line of the Northeast quarter of the Northwest quarter, one (1) chain and eighty four (84) links (one hundred twenty one and forty four hundredths (121.44) feet) East of the Northwest corner of said Northeast quarter of the Northwest quarter of said Section seventeen (17) as measured along said North line; thence East, along the North line of said Northwest quarter, a distance of four hundred thirty four and eighty hundredths (434.80) feet; thence South, at right angles to said North line of the Northwest quarter, a distance of two hundred (200) feet; thence West, parallel with said North line of the Northwest quarter, a distance of two hundred sixty three and thirteen hundredths (263.13) feet, more or less, to the center line of a travelled road; thence Northwesterly, along said center line of said travelled road and said center line extended Northwesterly, a distance of two hundred sixty three and fifty-seven hundredths (263.57) feet, more or less, to the point of beginning;

also

That part of the South two (2) rods of the East seventy (70) rods of the Southeast quarter of the Southwest quarter of Section eight (8), Township forty four (44) North, Range seven (7) East of the Third Principal Meridian, lying West of a line drawn at right angles to the South line of said Southwest quarter from a point thereon which is five hundred fifty six and twenty-four hundredths (556.24) feet East of the Southwest corner of the said Southeast quarter of the Southwest quarter of said Section eight (8), as measured along the said South line thereof,

KINCAID-DRESDEN R/W, T131
McLean County

Parcel No. M-158 (Easement)

P.I.N.

34-12-400-007

Easement affecting real property as conveyed and described in the following instrument and legal description.

Easements Other Agreements Only	
Doc Date	5-19-64
Recorded Doc #	5242
Doc Rec Date	5-3-65

The Southwest quarter of the Southeast quarter of Section twelve (12), Township twenty one (21) North, Range one (1) East of the Third Principal Meridian, McLean County, Illinois.

The center line of the said transmission line and the center line of the said easement strip shall be located on or within one hundred (100) feet of a line which extends Northeastwardly from a point on the South line of the above described property which is two hundred eighty five (285) feet West of the Southeast corner thereof to a point on the East line of said property which is four hundred thirty five (435) feet North of the Southeast corner thereof.

Mercer County

DISTRIBUTION EASEMENT:

Easement affecting the following described real property:

The West Half of the Northwest Quarter of Section 3, Township 13 North, Range
4 West of the Fourth Principal Meridian, in Mercer County, Illinois

COUNTY: Ogle
PROPERTY: Nelson-Cherry Valley R/W parcel 105W
File No: T148W

Easement Property

Easement affecting the following described real property:

— property situated in Ogle County, Illinois, to-wit: —
— That part of the North half of the Northwest Quarter of Section 28 Township 42 —
— North, Range 1 East of the Third Principal Meridian, Ogle County, Illinois lying —
— Northwesterly of the Northwesterly line of the existing Commonwealth Edison Com- —
— pany right of way in said Section 28 as described in a certain grant dated April —
— 18, 1967 and recorded May 1, 1967 in the office of the recorder of Ogle County, —
— Illinois, as Document No. 384170. —

NO PIN necessary

PEORIA COUNTY
POWERTON-KEWANEE R/W, T9

Peoria County

Parcel No. - 1 (Fee)

P.I.N.

20-27-200-001

From the North West Corner (N.W.Cor.) of the North East Quarter (N.E. $\frac{1}{4}$) of Section Twenty-seven (Sec.27), in Township Seven North (T.7 N.), Range Seven East (R.7 E.) of the Fourth Principal Meridian (4 P.M.) as the place of beginning, measure southwardly one thousand nine hundred forty-nine and three tenths (1949.3') feet along the west line of said quarter section to the north bank of the Illinois River; thence deflecting fifty degrees and twenty-eight minutes (50°28') to the left measure southeastwardly two hundred sixty-five and one-tenth (265.1') feet along said north bank of the Illinois River; thence deflecting one hundred twenty-nine degrees and thirty-two minutes (129°32') to the left, measure northwardly two thousand seventy-three (2073.0') feet to the north line of said quarter section; thence measure westwardly one hundred fifty-five and five-tenths (155.5') feet along the north line of said quarter section to the place of beginning;

PUTNAM COUNTY
KEWANEE-OGELSBY R/W, T2

Parcel No. - 1100A (Easement)

P.I.N.

02-30-070-000

02-30-170-000

Easement affecting real property as conveyed and described
in the following instrument and legal description.

Easements Other Agreements Only	
Doc Date	07/11/1927
Recorded Doc #	BK12 PG305
Doc Rec Date	08/30/1927

Beginning at a point on the West line of the NE $\frac{1}{4}$ of
Sec. 33, T33N, R1W of the 3rd P.M., Putnam County, Ill., 35 ft.
more or less, South of a stone placed at the North-west corner
of said quarter section, the centerline of the transmission
line bears in an Easterly direction 311 ft., more or less,
thence deflects approximately 1° left and bears in an Easterly
direction to a point on the East line of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$
of Sec. 34, township and range as last mentioned, 31 ft., more
or less, South of a stone placed at the North-east corner of
said quarter section.

ROCK ISLAND COUNTY
QUAD CITIES TO NELSON SOUTH R/W, T157
PARCELS 1-6

Parcel No. 4 (Fee)

P.I.N. 01-605-14-70

That part of the Southeast quarter of Section 15, Township 20 North, Range 2 East of the Fourth Principal Meridian, bounded and described as follows: Beginning at the Southwest corner of said Southeast quarter of said Section 15 and running thence East along the South line of said Section 15 to the Southeast corner thereof; thence North along the East line of said Section for a distance of 488.05 feet; thence Westwardly to a point on the West line of said Southeast quarter of said Section 15 which is 430.12 feet North of the point of beginning; thence South along said West line to the point of beginning.

SANGAMON COUNTY
KINCAID DRESDEN R/W, T131

Parcel No. S-12 (Easement) P.I.N. 31-04-300-005

Easement affecting real property as conveyed and described
in the following instrument and legal description.

Easements, Other Agreements Only	
Doc Date	12-15-64
Recorded Doc #	304536
Doc Rec Date	1-7-65

The West half of the Southeast quarter of the Southwest quarter of Section four (4), Township fourteen (14) North, Range three (3) West of the Third Principal Meridian, Sangamon County, Illinois.

The center line of said transmission line and the center line of said easement strip shall be located on or within one hundred (100) feet of a line which extends Northeastwardly from a point on the South line of the above described property which is one thousand nine hundred twenty (1,920) feet East of the Southwest corner of said Section four (4) to a point on the North line of the Southeast quarter of the Southwest quarter of said Section four (4) which is one hundred ninety three (193) feet West of the Northeast corner thereof.

STARK COUNTY
POWERTON-KEWANEE R/W

Parcel No. - 95 (Easement)

P.I.N. 07-22-400-002

Easement affecting real property as conveyed and described
in the following instrument and legal description.

Easements Other Agreements Only	
Doc Date	11/28/27
Recorded Doc #	25012
Doc Rec Date	1/18/28

From the Southeast Corner (SE Cor) of the Southeast quarter (SE $\frac{1}{4}$) of the Southeast quarter (SE $\frac{1}{4}$) of Section twenty two (22) in Township twelve (12) North, Range six (6) East of the Fourth Principal Meridian (4PM) as the place of beginning, measure northwardly along the east line of said quarter quarter section one thousand three hundred thirty nine and five tenths (1339.5') feet to a point in Mid Stream in the Spoon River. Thence deflecting one hundred seven degrees and twenty nine minutes (107°-29') to the left measure southwestwardly along the center line of said Spoon River one hundred eighty one and six tenths (181.6') feet. Thence deflecting seventy two degrees and thirty one minutes (72°-31') to the left measure southwardly one thousand two hundred eighty five and nine tenths (1285.9') feet to the south line of said quarter quarter section. Thence measure eastwardly along the south line of said quarter quarter section one hundred sixty four and three tenths (164.3') feet to the place of beginning.

STEPHENSON COUNTY
LANCASTER-PIERPONT R/W, T194

Parcel No. 2-1 (Fee)

P.I.N.

N/A

Part of the Northeast Quarter (¼) of Section Twenty (20), Township Twenty-seven (27) North, Range Eight (8) East of the Fourth (4th) Principal Meridian, bounded and described as follows, to-wit: Beginning at the Southwest corner of the Northeast Quarter of said Section; thence North 01° 14' 09" West, along the West line of the Northeast Quarter of said Section, 300.0 feet; thence North 88° 57' 08" East, parallel with the South line of the Northeast Quarter of said Section, 32.0 feet; thence South 01° 14' 09" East, parallel with the West line of the Northeast Quarter of said Section, 300.0 feet to the South line of the Northeast Quarter of said Section; thence South 88° 57' 08" West, along the South line of the Northeast Quarter of said Section, 32.0 feet to the point of beginning, Stephenson County, Illinois.

TAZEWELL COUNTY
POWERTON GENERATION STATION, P6

Parcel No. 2&3

FEE

P.I.N.

10-17-200-005
10-08-400-005
10-09-100-003

LEGAL DESCRIPTION
COMMONWEALTH EDISON COMPANY RETAINED TRACT #1

Part of the East Half of the East Half of Section 17, Township 24 North, Range 5 West of the Third Principal Meridian, Tazewell County, Illinois, more particularly described as follows:

Commencing at the northwest corner of said East Half of the East Half of Section 17, thence South $0^{\circ} 40' 09''$ East (bearings assumed for description purposes only) along the west line of said East Half of the East Half of Section 17 a distance of 47.06 feet to a point on the south right of way line of S.A. Route 10A (Manito Road), said point also being the Point of Beginning;

From the Point of Beginning, thence continuing South $0^{\circ} 40' 09''$ East along said west line of the East Half of the East Half of Section 17 a distance of 3,003.12 feet to a point on the northwesterly right of way line of the Illinois and Midland Railroad Inc.; thence North $38^{\circ} 43' 29''$ East along said northwesterly right of way line of the Illinois and Midland Railroad Inc., 1,484.81 feet; thence North $0^{\circ} 44' 05''$ East 1,850.68 feet to a point on said south right of way line of S.A. Route 10A (Manito Road); thence South $89^{\circ} 39' 05''$ West along said south right of way line 987.69 feet to the Point of Beginning.

LEGAL DESCRIPTION
COMMONWEALTH EDISON COMPANY RETAINED TRACT #2

Part of the Southeast Quarter of Fractional Section 8 and part of the Southwest Quarter of Fractional Section 9, both in Township 24 North, Range 5 West of the Third Principal Meridian, Tazewell County, Illinois, more particularly described as follows:

Commencing at the southwest corner of said Southwest Quarter of Section 9, thence South $89^{\circ} 34' 38''$ East (bearings assumed for description purposes only) along the south line of said Southwest Quarter of Section 9 a distance of 384.38 feet to a point on the west line of a tract described in Quit Claim Deed dated January 30, 1978, and recorded November 24, 1978, in Book 2038 at Page 255 as Document No. 589912; thence North $0^{\circ} 16' -37''$ West along said west line 43.37 feet to a point on the north right of way line of S.A. Route 10A (Manito Road); thence North $83^{\circ} 02' 40''$ East along the north line of said Tract (Document No. 589912) 42.62 feet to the Point of Beginning;

From the Point of Beginning, thence North $0^{\circ} 31' 23''$ East 910.80 feet; thence North $89^{\circ} 28' 36''$ West 324.84 feet; thence South $44^{\circ} 22' 11''$ West, 462.94 feet; thence South $32^{\circ} 58' 00''$ West 418.32 feet; thence North $89^{\circ} 30' 03''$ West 903.30 feet; thence North $0^{\circ} 40' 08''$ West 1,288.67 feet; thence South $89^{\circ} 21' 07''$ East 827.44 feet; thence South $0^{\circ} 33' 59''$ West 345.39 feet; thence South $62^{\circ} 27' 54''$ East 436.93 feet; thence South $74^{\circ} 29' 58''$ East 90.85 feet; thence South $89^{\circ} 28' 36''$ East 495.62 feet; thence North $0^{\circ} 31' 23''$ East 532.92 feet; thence South $87^{\circ} 02' 05''$ East 175.88 feet; thence South $21^{\circ} 30' 59''$ East 89.38 feet; thence South $0^{\circ} 00' 13''$ West 156.76 feet; thence South $88^{\circ} 38' 46''$ West 180.80 feet; thence South $0^{\circ} 31' 23''$ West 1,216.77 feet to a point on said north line; thence South $83^{\circ} 02' 40''$ West along said north line 30.26 feet to the Point of Beginning.

WHITESIDE COUNTY
GARDEN PLAIN TSS 132 - T296

Parcel No. 1 (Fee) P.I.N. N/A

The West three hundred eighty nine (389) feet of the North five hundred eighteen (518) feet of the Southwest quarter of Section twenty four (24), Township twenty one (21) North, Range three (3), East of the Fourth Principal Meridian.

WILL COUNTY
CHICAGO HEIGHTS-CRETE R/W, T168

Will County

15-14-100-007

15-11-300-004

Parcel No. 2 (Fee)

P.I.N.

The East 180 feet (as measured perpendicular to the East line thereof) of the Northeast Quarter of the Northwest Quarter of Section 14, Township 34 North, Range 14 East of the Third Principal Meridian, Will County, Illinois;

ALSO

The East 180 feet (as measured perpendicular to the East line thereof) of the Southwest Quarter of Section 11, Township 34 North, Range 14 East of the Third Principal Meridian, Will County Illinois.

Parcel No. 3 (Fee)

P.I.N.

15-11-100-004

The East 180 feet of the East half of the Northwest quarter of Section 11, in Township 34 North and in Range 14 East of the Third Principal Meridian, Will County, Illinois.

WINNEBAGO COUNTY
BYRON WEMPLETON R/W, TL19

Parcel No. 46-4 (Fee)

P.I.N.

N/A

Part of the West Half ($\frac{1}{2}$) of the Southwest Quarter ($\frac{1}{4}$) of Section Two (2), Township Twenty-six (26) North, Range Eleven (11) East of the Fourth (4th) Principal Meridian, bounded and described as follows, to-wit: Beginning at the Northwest corner of the Southwest Quarter of said Section; thence North $88^{\circ} 25' 19''$ East, along the North line of the Southwest Quarter of said Section, 210.00 feet; thence South $01^{\circ} 46' 24''$ East, parallel with the West line of the Southwest Quarter of said Section, 794.95 feet to the North line of premises (designated parcel 2) conveyed by Vincent J. Husatte the State of Illinois by Warranty Deed dated November 17, 1960, and recorded in book 1248 of Records on page 522 in the Recorder's Office of Winnebago County, Illinois; thence South $85^{\circ} 42' 34''$ West, along the North line of said premises so conveyed by Vincent J. Husatte to the State of Illinois as aforesaid, 210.20 feet to the West line of the Southwest Quarter of said Section; thence North $01^{\circ} 46' 24''$ West, along the West line of the Southwest Quarter of said Section, 804.90 feet to the point of beginning. Situated in Winnebago County, Illinois.

WOODFORD COUNTY
POWERTON-CRAWFORD R/W, T7

Parcel No. 112 (Easement)

P.I.N.

N/A

Easement affecting real property as conveyed and described
in the following instrument and legal description.

Easements Other Agreements Only	
Doc Date	05/02/1936
Recorded Doc #	130355
Doc Rec Date	05/02/1936

Thence deflecting fifty-five degrees and forty-eight minutes (55° 48') to the left, measure northeastwardly, four thousand two hundred sixty-six and three one hundredths (4266.03') feet. Thence deflecting twelve degrees and forty three minutes (12° 43') to the right, measure northeastwardly six hundred ninety one and seventy nine one hundredths (691.79') feet, thence deflecting forty two degrees and forty eight minutes (42° 48') to the right, measure eastwardly a distance of three hundred sixty seven and ninety five one hundredths (367.95') feet; thence deflecting one hundred thirty seven degrees and twelve minutes (137° 12') to the right, measure southwestwardly a distance of nine hundred and thirty and seventy three one hundredths (930.73') feet, thence deflecting twelve degrees and forty three minutes (12° 43') to the left, measure southwestwardly a distance of four thousand sixty eight and thirty eight one hundredths (4068.38') feet, thence deflecting fifty five degrees and forty eight minutes (55° 48') to the right, measure westwardly a distance of three hundred two and twenty six one hundredths (302.26') feet to the place of beginning.